

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GO DADDY OPERATING COMPANY,
LLC,

Plaintiff,

vs.

USMAN GHAZNAVI a/k/a USMAN
ANIS, SALMAN GHAZNAVI a/k/a
SALMAN ANIS, SILICON VALLEY
GRAPHIC, LLC d/b/a SILICON
VALLEY GRAPHICS, and DOES 1
through 50,

Defendant(s).

Case No.: 4:17-cv-06545-PJH

~~PROPOSED~~ PERMANENT
INJUNCTION AND ORDER OF
DISMISSAL AS MODIFIED
BY THE COURT

Judge: Hon. Phyllis J. Hamilton

Now pending before the Court is the Joint Motion for Entry of a Permanent Injunction and Order of Dismissal, filed by Plaintiff Go Daddy Operating Company, LLC (“GoDaddy”) and Defendants Usman Ghaznavi a/k/a Usman Anis (“Anis”), Salman Ghaznavi a/k/a Salman Anis (“Ghaznavi”), and Silicon Valley Graphic, LLC d/b/a Silicon Valley Graphics (“SVG”) (collectively, “Defendants”), on or about November 27, 2019.

Pursuant to the parties’ Joint Motion, **IT IS HEREBY ORDERED** that:

1. **JURISDICTION.** This Court has jurisdiction over GoDaddy, Anis, Ghaznavi, and SVG, and jurisdiction over the subject matter of this action pursuant to

1 28 U.S.C. §§ 1331 and 1338, 15 U.S.C. §§ 1116 and 1125, and 28 U.S.C. § 1367. Venue
2 is proper in this district.

3 2. **TRADEMARKS.** GoDaddy owns the GODADDY marks, including, but
4 not limited to, United States Trademark Registration Numbers 4526948 and 4472643.
5 GoDaddy has also developed significant common law rights in the GODADDY trade
6 name.

7 3. **PERMANENT INJUNCTION.** Defendants Anis, Ghaznavi, and SVG,
8 as well as their officers, directors, agents, servants, employees, partners, members,
9 managers, representative, shareholders, corporate affiliates, successors, assignees, and
10 any person or entity acting at their direction or on their behalf, are **PERMANENTLY**
11 **ENJOINED** and restrained from the following:

- 12 a. Advertising, marketing, distributing, selling, sending emails, text
13 messages, making phone calls, or publishing, including the publication
14 of any webpage or electronic media, any materials bearing a GoDaddy
15 trademark or any similar representations or renderings of GoDaddy
16 trademarks, including any kind of distribution on any social media
17 displaying any GoDaddy trademark, or similar representations or
18 renderings thereof;
- 19 b. Operating, registering, continuing to use, continuing to display
20 GoDaddy trademarks upon, siphoning traffic from, generating sales,
21 leads, or internet traffic from, or otherwise continuing to utilize in any
22 manner, any domain containing the words “go” and “daddy,” or
23 domains using a combination of characters creating a confusingly
24 similar display, for example containing “g0” rather than “go”;
- 25 c. Using any GoDaddy trademarks, or any combination of characters
26 containing the words “go” and “daddy,” or any combination of
27 characters creating a similar display, for example containing “g0”
28 rather than “go,” for any advertising or marketing purpose, including,

but not limited to, the use of same in conjunction with the creation, purchase, or use of online keywords, triggers, and search engine optimization tools;

4. The Court finds there is no just reason for delay in entering this Permanent Injunction against Defendants, and the Court directs entry of this Permanent Injunction against Defendants, effective immediately.

5. A violation of this Permanent Injunction and Order of Dismissal by one Defendant does not automatically equate to a violation by all Defendants.

6. **FUTURE CLAIMS UNAFFECTED.** Nothing in this Permanent Injunction and Order of Dismissal precludes GoDaddy from asserting any claims or rights that arise solely after entry of this Permanent Injunction or that are based upon any breach of, or the inaccuracy of, any representation of warranty made by Defendants in this Permanent Injunction and Order of Dismissal, or the Parties' Confidential Settlement Agreement.

7. **NON-APPEALABILITY.** This Permanent Injunction and Order of Dismissal is final and may not be appealed by any Party.

8. **WAIVER OF APPEAL.** GoDaddy and Defendants waive any right to appeal the entry of this Permanent Injunction and Order of Dismissal.

9. **FEDERAL RULE OF CIVIL PROCEDURE 65(d).** This Permanent Injunction and Order of Dismissal applies to and binds all individuals and entities who are in active concern or participation with Defendants as provided in Federal Rule of Civil Procedure 65(d)(2). Defendants waive any objection under Federal Rule of Civil Procedure 65.

10. **SURVIVAL.** This Permanent Injunction and Order of Dismissal shall bind Defendants and their officers, directors, agents, servants, employees, partners, members, managers, representative, shareholders, corporate affiliates, successors, assignees, and any person or entity acting at their direction or on their behalf.

11. **CONTINUING JURISDICTION.** This Court expressly retains

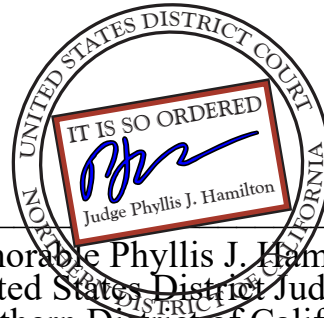
jurisdiction over this matter to enforce any violation of the terms of this Permanent Injunction and Order of Dismissal, and to enforce any violation of the terms of the Parties' underlying Confidential Settlement Agreement for ten years.

12. **NO FEES AND COSTS.** Each Party shall bear its own attorneys' fees and costs incurred in this matter.

13. **DISMISSAL.** Upon entry of this Permanent Injunction against Defendants, the case shall be dismissed with prejudice and without costs to either party, except the Court shall retain continuing jurisdiction to enforce this Permanent Injunction and Order of Dismissal, and the Parties' underlying Confidential Settlement Agreement for ten years.

IT IS SO ORDERED

Dated this 27th day of November, 2019



Honorable Phyllis J. Hamilton
United States District Judge
Northern District of California